



ROSWELL PARKS AND RECREATION COMMISSION

Monday, October 17, 2016 at 6:00 p.m.
Conference Room at Parks and Recreation

Commission Chair: Bob Edwards

Commission Members: James Edwards, Mandy Owens,
Barry Mathison, JaneAnn Oldrup, Roy Gunn, Holy Caine

Staff Coordinator: Tim Williams, Parks and Recreation Director

A. Call to Order

B. Roll Call

C. Approval of the Agenda

D. Approval of the minutes

1. Consider approval of the September 19, 2016 minutes.

E. Action Items

2. Request to move Christmas Railway to the General Service Committee

F. Non-Action Items

3. Update on Christmas Railway
4. Introduction of Director of Administrative Services- Elizabeth Stark-Rankins
5. Update on Olympic Recognition- Juanita Jennings
6. Maze of Life Update- Ruben Esquivel
7. Directors Report- Tim Williams
8. Other Business
9. Public Comments

G. Adjourn

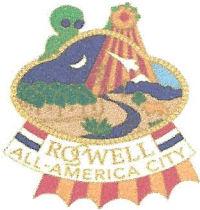
Next Meeting November 19, 2016

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 16-69.

NOTICE OF POTENTIAL QUORUM – A quorum of the City Council may or may not attend, but there will not be debate by the City Council. The Council, acting as attendees to an informational presentation, will not be discussing public business and no action will be taken.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.

Printed and posted: 10/12/2016



MINUTES OF THE PARKS AND RECREATION COMMISSION
September 19, 2016

REGULAR MEETING 6:00 PM.

Call to Order

Chair Bob Edwards, called the September 19, 2016 meeting to order at 6:04 pm.

The following were present:

Members: Chair, Bob Edwards, Vice-Chair Mandy Owens, James Edwards, JaneAnn Oldrup, and Barry Mathison.

Staff present: James Burress, Parks Supervisor and Lisa Rosales, Administrative Assistant.

Others present: Jeff Tucker

APPROVAL OF AGENDA

James Edwards made a motion, seconded by JaneAnn Oldrup, to approve the agenda as presented. A voice vote was unanimous and the motion passed, the September 19, 2016 agenda was approved.

APPROVAL OF MINUTES

JaneAnn Oldrup made a motion, seconded by James Edwards, to approve the minutes of the August 15, 2016 meeting. A voice vote was unanimous and the August 15, 2016 minutes were approved.

NON-ACTION ITEMS

2. Update on Recreation & Aquatic Center- James Burress

James Burress showed the draft design of the proposed Recreation Center Facility. Mr. Burress stated that the Architects have been meeting with the recreation staff to get a better idea of what the facility will need to ensure the best possible design.

3. Update on Golf RFP- James Burress

Mr. Burress stated that the Golf RFP had been tabled by Council who requested more information. Commission members expressed their concern regarding the existing employees. Mr. Burress stated city employees would be protected.

4. Update on Noon Optimist- James Burress

There were two updates regarding Noon Optimist. A company by the name of Insite Wireless Group will be putting up a cell tower near the west field on the north side in the out of play area and in exchange for leasing that property they will put in ball field lighting on the Junior

Field. Game and Fish will be given part of the land. Their headquarters will be located on that land as well as a lake for fishing.

5. Update on public forums-James Burress

Lisa Rosales stated that the Architects would be in town holding public forums regarding the Recreation and Aquatic Center. The dates are as follows Monday, September 26, 2016 at 6:30 pm in the Little Theater at Goddard High School, Tuesday, September 27, 2016 at 2 pm at the Boys and Girls Club, and Tuesday, September 27, 2016 at 6:30 pm in the Little Theater at Roswell High School.

6. Directors Report- James Burress

Mr. Burress stated that Elaine Mayfield has been placed on paid administrative leave and Marge Woods is acting Zoo Supervisor for the time being. Jim shared the concept of the Christmas Railway with the commission and stated that a new engine has been put on the train and staff has stated replacing the tracks.

Other Business

JaneAnn Oldrup suggested recognizing Gerina Piller and Nathan Schrimsher for their accomplishments. JaneAnn, made a motion, seconded by Mandy Owens for the Mayor to do a proclamation recognizing the Olympians. A voice vote was unanimous and the motion passed.

Public Comments

None

Adjourn

The meeting was adjourned 7:05 pm.

**Parks & Recreation
Maintenance Service Agreement
For RFP 16-011**

THIS AGREEMENT is entered into by and between the City of Roswell, hereinafter "the City," and Southeastern New Mexico Tree Service, hereinafter "the Provider."

WHEREAS, the City desired to have regular maintenance performed at various park sites and locations throughout the City of Roswell, and;

WHEREAS, the Provider has the expertise to provide the services stipulated herein.

IT IS THEREFORE agreed:

ARTICLE 1. SERVICES TO BE PROVIDED

As a condition of the funding described in Article 3 below, the Provider agrees to perform, in all respects, the activities outlined in Sections 1 through 4 below. The Provider agrees not to decrease these services without first submitting a written request to the City and obtaining the City's prior written approval for the proposed change.

1. SCOPE OF WORK

The Provider agrees to meet with the Parks and Grounds Manager once a week by appointment to review maintenance schedules and to discuss the services which will be performed under the Agreement. The specifics of the scope of work services to be provided are outlined in "Attachment A." Herbicides and pesticides will be used ONLY with approval from the City. The Provider will not prune trees or shrubs unless approval from the City is obtained.

2. RECORDS RETENTION

The Provider shall maintain such records as may be necessary for the City for purposes of this Agreement.

3. MONITORING

The Provider agrees that the City may observe the Providers' employees and inspect completed work or work in progress at any time during the term of the contract.

4. COMPLIANCE

The Provider agrees to comply with any and all applicable Federal and State laws, regulations and orders. The Provider shall also be bound to observe all ordinances, rules, and regulations currently in effect or to become effective in the future, insofar as any new ordinances, rules or regulations do not affect the validity of any terms of this contract.

ARTICLE 2. TERM

The term of this agreement shall be for a period of two (2) years, from Dec. 1, 2016 to Nov. 30, 2018, with the possibility of two (2) one (1) year extensions by mutual written consent of the parties.

ARTICLE 3. COST AND PAYMENT

The rate schedule for this Agreement is set forth in "Attachment B." The rate schedule for this Agreement shall remain in effect during the initial two (2) year term of this Agreement unless the City deems that there are extraordinary circumstances which would justify an increase. Any cost increase adjustment

made during any of the one (1) year extension(s) to costs and payments shall be made by mutual agreement of the parties.

The Provider shall invoice the City on the last day of each month for work that is performed during that month. Payment from the City shall be due on or before the last day of the following month.

ARTICLE 4. ASSIGNMENT OF CLAIMS

The Provider shall not assign or delegate any interest in this Agreement or transfer any interest for money due or to become due under this Agreement, without the written consent of the City.

ARTICLE 5. NOTICE

The City's representative for purposes of this Agreement shall be the City Staff member or employee designated by the City Manager.

The Provider's representative for purposes of this Agreement shall be:

Jimmy Arches
Southeastern New Mexico Tree Service
17 W. Eyman Street
Roswell, NM 88203
(575) 626-9987

All notices required under this Agreement shall be provided to the parties' representatives as set forth in this Article.

ARTICLE 6. HOLD HARMLESS

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq., as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys' fees, costs and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Agreement.

ARTICLE 7. INSURANCE

For the duration of this Agreement, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions set forth below. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Provider and returned to the City, with this signed Agreement. If, for any reason, any material change occurs in the coverage during the course of the Agreements such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The policy (policies) shall be written and the certificate(s), returned with this Agreement, shall reflect that:
 - a. All insurance required is in effect.
 - b. The City is an additional insured on the Provider's general liability policy, if required, with respect to the activities performed under the Agreement.
 - c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributory insurance.

2. The provider shall be insured for automotive/general liability up to the limits of the Tort Claims Act and insured for Workers' Compensation.

ARTICLE 8. TERMINATION OF AGREEMENT

Either party may terminate this Agreement with sixty (60) days written notice. In the event the Agreement is terminated, the City agrees to reimburse the Provider for completed work for services actually rendered by the Provider to the City and which is approved by the City. In the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if either party can no longer carry out the purpose of the Agreement, the Agreement is voidable and no damages shall accrue to either party.

ARTICLE 9. NO AUTHORITY TO BIND CITY

The provider agrees not purport to bind the City to any obligation not assumed herein by the City, unless the Provider has express written authority from the City Manager, and then, only within the limits of that expressed written authority.

ARTICLE 10. CONFLICT OF INTEREST

The Provider warrants that it presently has no interest, and shall not acquire interest during the terms of this Agreement, which would have the potential to conflict with the performance of the services required under this Agreement. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken.

ARTICLE 11. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, or should be construed in any way, to create or establish a partnership or joint venture relationship between the parties or to establish the Provider as an agent, representative or employee of the City for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the City, Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 12. AMENDMENTS

The parties agree that the City may remove a site listed on "Attachment A" at any time. The parties further agree that Agreement may be amended during the term of the Agreement to add a site and funding for the work to be performed at that site for the purposes of "Attachment A." The parties agree that any such amendment to add a site must be made by written instrument signed by both parties. This Agreement shall not be altered, changed or amended in other respect except by written instrument signed by both parties.

ARTICLE 13. WAIVER

Any waiver or any breach of any covenant, term, condition or agreement in this Agreement to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City or Provider from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another.

ARTICLE 14. MERGER OR PRIOR AGREEMENTS

This Agreement incorporates all the conditions, agreements, intentions and understanding of the parties concerning the subject matter of the parties' intentions and agreements. All such conditions, understandings, intentions and agreements have been merged into this written Agreement. No prior condition, agreement, intention or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in writing in this Agreement.

ARTICLE 15. GOVERNING LAW

This agreement shall be construed under the laws of the State of New Mexico. The City and Provider shall comply with all applicable federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 16. BINDING EFFECT OF CONTRACT

The parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns and successors to the Contracting parties.

ARTICLE 17. SEVERABILITY

If any clause or provision of the Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect.

ARTICLE 18. NON-APPROPRIATION

The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Agreement, this Agreement will terminate upon written notice of that effect to the Provider. The City's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

ARTICLE 19. SUBCONTRACTING

The Provider agrees that it shall not subcontract any portion of the services to be performed under this Agreement without prior written approval. Notice of any intent to subcontract must be delivered to the City as set forth in Article 5, and written approval by the City shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 20. NOTICE TO PROCEED

It is expressly understood that this Agreement is not binding upon either party until approved and signed by both parties and, further, that the Provider is not to proceed with its obligations under the Agreement until the Provider has received a fully signed copy of the Agreement.

ARTICLE 21. INCORPORATION OF RFP AND RESPONSE

The Provider and the City agree that the Agreements set forth in RFP 16-011 and the representatives set forth in Provider's Response to RFP 16-011 are incorporated herein by reference as if set out fully and made a part of this Agreement. To the extent that any term, right or obligation of this Agreement conflicts with RFP 16-011 or Provider's Response to RFP 16-011, the terms of Articles 1 to 20 of this document shall be controlling.

City Manager

Date

Southeastern New Mexico Tree Service

Date

ATTACHMENT A

Contract Mowing Specifications for Park Maintenance

The following shall be accomplished on a weekly basis during the mowing season (March 15 to November 15) and as needed in the off season (November 16 to March 14):

1. Height of grass shall be uniform throughout the park, regardless if more than one type of equipment is used. Tall Fescue shall be cut at a height of 2". Bermuda shall be cut at a height of 2". Perennial Rye shall be cut at a height of 2". South Main medians shall be cut at a height of 3". This is to insure that the turf is not mowed too short (scalping) and large amounts of clippings are not left on site.
2. Weeds and grass shall be trimmed around all structures, trees, valve boxes, manholes, picnic table pads, benches, and asphalt surfaced trails. The grass being edged shall be cut at the same height as the grass being mowed. At no time shall the trimming be done in such a fashion that leaves a scalped appearance. Edging of curbs along larger park sites can be a beveled cut. Smaller sites around curbs and sidewalks shall be vertically edged.
3. Trash, litter, organic/inorganic refuse shall be removed from the site. Any trash ran over by mowing/trimming operations shall be picked up and removed from the site promptly.
4. Planting beds (if applicable) shall be weeded, bark or gravel mulch is to be raked smooth. Any dead plants shall be removed and the City will be notified as to its location.

***Herbicides shall not be used for any edging operations. Herbicides/Pesticides shall be used as a last resort to weed or insect infestation. If herbicide/pesticides are used they must be applied by a licensed NMDA Pesticide Applicator. The City of Roswell shall be notified prior to any application, and use is subject to City approval.

***At no time will there be left any noticeable grass clippings on the turf. Bagging of the clippings is not necessary unless conditions exist where grass growth is such that the mowing height specifications cannot be met.

***Irrigation controllers will be operated by City of Roswell Parks staff only. Sprinkler repairs shall be done by the Provider in the event of mowing/trimming operations caused the damage, and the Provider shall bear the costs for making such repairs. If the repairs are not done to the satisfaction of the City, the cost of any subsequent repairs will be paid by the Provider All irrigation issues shall be brought to the attention of the City of Roswell Parks staff immediately.

***Visual inspection of the assigned park sites will be done no later than one day after the Provider has completed the specified maintenance operations by the City of Roswell Parks Supervisors and Parks & Grounds Manager. This visual inspection will be made to evaluate site conditions, quality of workmanship, identify potential maintenance needs or safety hazards that require immediate attention. This inspection will identify excessive litter or debris, graffiti, broken or vandalized amenities which may create a safety hazard.

Park Sites

- | | |
|---|------------|
| 1. South Main Median – Poe Street to Airbase gate | 2.0 acres |
| 2. Alice Reischman-Smith Park – G Street and Wells Street | 1.75 acres |
| 3. RIAC Park - 28 Earl Cummings Loop | 5 acres |

ATTACHMENT B

Southeastern New Mexico Tree Service
17 W. Eyman Street
Roswell, NM 88203
(575) 626-9987

RFP 16-011

Section 11.0

Park Maintenance Mowing Costs

Mowing Season = 36 weeks, March 15 – Nov 15
8 monthly billings total

Parks	Weekly Cost	Monthly Cost	Annual Cost
South Main Medians	\$145.45	\$600.00	\$4,800.00
Alice Reischman-Smith Park	96.97	400.00	3,200.00
RIAC Park	194.00	800.00	6,400.00
Tree trimming, tree removal, stump grinding, and bush trimming	52.63	250.00	1,000.00
Daily trash pick-up 365 days @ \$20 per day	140.00	608.33	7,300.00

Sub Total	\$ 22,700
Tax Rate	7.5000%
Sales Tax	\$1,702.50
Annual Total	\$ 24,402.50

*The above figures were calculated per site with the cost of machinery, trucks, fuel, labor, and the level of difficulty of the property.

*The above parks will be maintained on a weekly basis during March 15th through November 15th and as need from November 16th through March 14th.